

LUMMI INDIAN BUSINESS COUNCIL

# TERO COMPLIANCE PLAN AND AGREEMENT

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LUMMI NATION'S  
TRIBAL EMPLOYMENT RIGHTS OFFICE



# TERO Compliance Plan and Agreement

LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

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## PROJECT INFORMATION

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Project Name: _____	Project No: _____
Location: _____	
Project Owner: _____	
Project Architect: _____	Phone: _____
Project Funding Agency: _____	
Funding Agency Contact: _____	Phone: _____

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## CONTRACTOR INFORMATION

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Check all that apply: <input type="checkbox"/> Prime <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Union <input type="checkbox"/> Non-Union
Company: _____
Address: _____
Contact Person: _____ Title: _____
Phone: _____ Fax: _____ Cell: _____
Insurance Company: _____ Policy #: _____
Scope of work to be performed: _____

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## PERIOD OF PERFORMANCE

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Approximate Start Date: \_\_\_\_\_ Ending: \_\_\_\_\_

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## TERO FEE

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Contracts/subcontracts in the sum of \$10,000 or more are subject to a fee of 2% of the total amount. Request for TERO Fee payment schedule must be approved prior to the commencement of work activity on the project

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### IDENTIFICATION OF CORE CREW

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Core crew employees are defined as one who is an owner of the company, or in a top supervisory or lead position and has been on the employer contractor's annual payroll for a minimum period of one year continuously. A employee who has never held a supervisory position within the company is not considered a core-crew employee. All claims to possess a "specialized" skill must be submitted with complete resume of work history and proof of specialized skill (e.g. certificates, licenses, etc.). *(See Attachment A , Page 1, Section 1A)*

NAME	POSITION/CLASSIFATION	Licensed YES NO		Hrly Rate	Length with Company

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### IDENTIFICATION OF KEY PERSONNEL

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A Key Employee is defined as one who the employer has invested time and costs (for training, etc.) enable this employee to perform a critical function such that the employer would risk financial damage or loss if unable to employ on this project. *(See Attachment A, Page 1, Section 1B)*

NAME	POSITION/CLASSIFATION	Licensed YES NO		Hrly Rate	Length with Company

- Employers who wish to utilize workers that do not meet these definitions must obtain approval through a written request for a "TERO Waiver." *(See Attachment A, Page 2, Section 1I and Attachment C)*
- All Supervisory employees listed, will be required to attend the TERO Preconstruction Meeting which will be held prior to the beginning of work on the project identified on this compliance plan.

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### IDENTIFICATION OF SUBCONTRACTORS

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It shall be the Prime/General Contractor's responsibility to provide copies of this TERO Compliance Plan and Agreement form to all their subcontractors and suppliers. All Subcontractors must secure an approved TERO Compliance Plan and Agreement prior to the commencement of any portion of work activity they will be involved in. The Prime and all Subcontractors will be required to attend a TERO Pre-construction meeting prior to the beginning of work.

COMPANY NAME	PHONE	SCOPE OF WORK	ESTIMATED START DATE

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### MANPOWER REQUESTS

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Provide a preliminary estimate of workers (in addition to core crew and key employees) that your company will require completing the work on this project. List classification/skill, number needed, starting date, and pay rate. A TERO Dispatch form and follow-up call to TERO at least forty-eight (48) hours prior to identified "start date" is required.

SKILL/CLASSIFICATION	START DATE	NO.	PAY RATE	SPECIAL INSTRUCTIONS

- **EMERGENCY REPLACEMENT WORKERS:** TERO Waivers must be obtained for workers who do not meet the definition of "CORE CREW/KEY EMPLOYEE." Employers operating during hours when the TERO Offices are closed (i.e. "weekends, holiday, etc.) who are in need of workers to fill a vacancy will be authorized to place an emergency worker to fill the vacancy. This emergency placement shall be allowed for no longer than seventy-two (72) hours. The TERO will be notified of all such hires immediately upon the next working day and the position will be filled pursuant to the standard TERO procedures described in this compliance plan. Emergencies will be determined on a case by case basis.

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**TERO PRE-CONSTRUCTION MEETING**

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A TERO Pre-construction meeting is required to provide each contractor and their supervisory personnel orientation on the TERO requirements and procedures. The Prime/General Contractor shall be responsible for contacting TERO to schedule the meeting and for providing notification of meeting date and time to their subcontractors.

MEETING DATE	LOCATION	TIME

- All supervisory personnel, listed by the prime subcontractors, will be required to attend the TERO pre-construction meeting.

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**FOR ASSISTANCE IN FILLING OUT THIS FORM CONTACT LUMMI TERO  
PLEASE SEND COMPLETED FORM TO THE LUMMI TERO OFFICE**

**LUMMI EMPLOYMENT AND TRAINING CENTER  
TRIBAL EMPLOYMENT RIGHTS OFFICE  
2559 LUMMI VIEW DR.  
BELLINGHAM, WA 98226  
PH: (360) 384-7140  
FX: (360) 384-7101**

# TERO Understanding and Acceptance

LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

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## UNDERSTANDING & ACCEPTANCE

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On behalf of \_\_\_\_\_, I hereby certify that I have received and understand the Lummi Nation Tribal Employment Rights Office (TERO) requirements set forth in this TERO Compliance Plan and Agreement, and hereby agree to accept the responsibility of compliance with the described obligations and requirements.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Project: \_\_\_\_\_

Project No: \_\_\_\_\_

Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## TERO ATTEST

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On behalf of the Lummi Nation TERO, I hereby attest to the conditions set forth in this TERO Compliance Plan and Agreement, and will enforce this agreement through the powers vested in me by the Lummi TERO Commission and the Lummi Nation Employment Rights Ordinance (TERO) Title 25.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TERO Compliance Officer

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## NOTICE TO PROCEED

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The attached TERO Compliance Plan and Agreement has been received, reviewed and is fully acceptable. On behalf of the Lummi Nation TERO, authorization to begin work on the above-described project is hereby granted.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TERO Director

# TERO COMPLIANCE PLAN AND AGREEMENT

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LUMMI NATION'S  
TRIBAL EMPLOYMENT RIGHTS OFFICE

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## ATTACHMENT A

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## DESCRIPTION OF TERO COMPLIANCE REQUIREMENTS

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### FINDINGS

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Historically, Lummi Tribal members and other Indians have suffered discrimination in employment on and near the Lummi Reservation. As a result, Indians were excluded from the employment market and when employed by private sector employers, experienced discrimination; suffered poverty and high unemployment rates; lost opportunities to learn needed skills or to participate in job training programs; lost opportunities for permanent/full-time employment; weren't paid equal wages for equal work, to name a few of the consequences. To eliminate discrimination and affirm that tribal members and other Indians on the Lummi Reservation will have preference in employment and training opportunities, the Lummi Nation established a Tribal Employment Rights Ordinance (TERO).

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### LUMMI TRIBAL ORDINANCES

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Lummi Nation Tribal Ordinance, Title 25 of the Lummi Code of Laws, addresses contracting and subcontracting, and establishes the Tribal Employment Rights Office and its requirements.

1. **EMPLOYMENT REQUIREMENTS:** The intent of TERO is to achieve employment and training opportunities for the local Indian workforce. TERO Law is provided for in the Equal Employment Opportunity Commission (EEOC) and other federal laws. Pursuant to the Lummi Nation TERO Ordinance, Indian preference will be required on all employment and training opportunities. All Core Crew and Key Employees, who will be utilized on this project, must be identified in this TERO Compliance Plan and Agreement by name and title, with a complete description of duties each will be performing on this project.
  - A. **Core Crew Employee** is defined as one who is an owner of the firm, or in a supervisory position and listed as such on the employer's or contractor's annual payroll for a minimum period of one year continuously. An employee who is hired on a project-by-project basis is not considered a core crew employee. *(Attached complete description of duties each will perform on this project, including operation of equipment and type/model of equipment).*
  - B. **Key Employee** is defined as one who is in a supervisory position or one who possesses a "specialized skill" in which the employer has invested time and cost to help that employee reach a level of specialized skill and who performs a critical function, such that an employer would like risk financial damage or loss if unable to employ. Such claim to have invested in the employee's skill level shall require written proof, including resume of work history, certificates, licenses, etc. *A complete description of duties for each "key employee" listed must be attached to this TERO Compliance Plan.* TERO will review the information submitted and make a determination. Employers who wish to utilize workers that do not meet the definition "key employee" on this project must obtain approval by submitting a "TERO Waiver" *(See Attachment C).*



- C. **Hiring:** The employer agrees to utilize the TERO to fill their manpower request, and must provide a minimum of forty-eight (48) hours notice and a job description on the manpower needs to the TERO Office. The TERO staff will attempt to accommodate the employer in the most timely manner, matching the specified needs with a TERO referral who meets the minimum of qualifications. TERO will certify in writing when a qualified TERO referral is not available.
- D. **TERO Dispatching:** All TERO referrals or “Dispatches” will be made from the Hiring Hall listings of Local Indian Workforces. The hiring hall lists contain names of unemployed Indian workers who have indicated that they are available for work and their skill level. Once a name is taken from the Hiring Hall List, the individual’s name will be provided to the employer. If that worker possesses the minimum threshold of qualification, then they are referred for the opportunity. All TERO referrals will report to work with a TERO Dispatch form in hand, unless a copy has been faxed/mailed/hand-delivered prior to the referral’s first day of work. The employer shall contact TERO regarding any worker who reports to the job site without a TERO Dispatch Form in hand. *(See Attachment B)*
- E. **TERO Dispatch Form:** Provides a space for the employer to give a brief job summary, including company name, address and phone number, position title/classification, start date, start time, rate of pay anticipated length employment, who to see, etc. The TERO referral of “dispatch” shall sign the pay rate offered. All dispatch forms shall require dates and signatures of the employer and a TERO Representative. Unsigned forms will be considered invalid. Employers should review the dispatch form and discuss it with the referral/worker his/her first day of work. Any revisions to the work opportunity, identified on the original dispatch form, regarding position/title, duties, rate of pay, etc. must be reported to TERO prior to any revisions taking place. *(See Attachment B)*
- F. **Local Indian Workforce:** Is defined as, an enrolled Indian worker who is a resident of the Lummi Nation Reservation or its immediate exterior boundaries.
- G. **Hiring Hall:** The main TERO Hiring Hall is located at the Lummi Employment and Training Center at 2559 Lummi View Drive Bellingham, WA 98226
- H. **Training:** All training opportunities or Training Special Provisions (TSP) requirements must be identified prior to the commencement of work activity on this project. Training opportunities shall be filed through the same process described under Section C “Hiring,” and through coordination with the TERO Employment and Training Program component to locate individual(s) who may already be in an apprenticeship program for which the opportunity will exist.
- I. **Waivers:** A TERO waiver is an employer’s written request for employees who do not meet the definition of “Core Crew” or “Key Employee” *(See TERO Waiver Form in Attachment C)*. Employers are required to notify the TERO of the work opportunity as described in “Section B - Hiring,” prior to submitting a Waiver Request. Written requests and supporting documentation (i.e. resume, proof of certifications, licenses, etc.) must be submitted and approved by TERO prior to the individual beginning work on the above described project. Any worker discovered on the job, who does not possess an approved TERO Waiver, shall constitute grounds for a “Notice of Violation” and possible sanctions against the employer.

- J. **Layoff:** TERO referred workers will have priority in all work opportunities. In the event that a lay-off becomes necessary, an Indian worker with skills, equal to a waived employee, and in some cases a key employee, will be retained. Daily TERO monitoring and a review of weekly certified payroll reports will be made to assure that opportunities are not being eliminated by revising the duties of Core Crew, Key Personnel or Waived Employees.
- K. **Disciplinary Action:** Employers must report any disciplinary action taken against a TERO referred worker in written form, providing name, date of incident(s), individual(s) involved, names of witnesses, location of incident, etc. Any disciplinary action taken against an Indian worker will be kept on record at TERO.
- L. **Termination:** Employers must discuss termination of an Indian worker with TERO prior to final action. In instances of deliberate acts of safety violation, damage to property, or act of violence, the employer shall have the right to dismiss the employee immediately. Failure to provide TERO with a notice of impending termination for other matters may result in a violation of this agreement.
- M. **Employer Policies:** The employer must submit a copy of its employee policies prior to the commencement of work activity for TERO review and approval. In case of any conflict or dispute between company policy with the TERO requirements, Lummi Nation Tribal Law will have primacy. An employer may be required to demonstrate that a challenged employment practice is job-related for the position in question and consistent with business necessity.
- N. **Drug Testing:** Employment must be offered prior to requiring a “pre-employment” drug test. The TERO must be notified and provided a copy of the employer’s pre-employment drug testing policies. Documentation must be provided that all core crew and key employees have complied with the drug testing requirements prior to the commencement of their work activity on this project.

## 2. **WAGE RATES/FRINGE BENEFITS/PAYROLL REPORTS**

- A. **Wages:** The prime contractor and their subcontractor(s) must submit a table of wage to be paid. TERO referrals must receive pay equal to the employer’s core crew and waived workers performing the same duties/job descriptions. Each worker must receive a paycheck with an explanation of work week, payroll number, regular and over-time hours, and all deductions taken. General Laborer positions will be paid according to the approved Project Wage Scale or the pay scale equal to that utilized by the company for permanent/annual employees.
- B. **Fringe Benefits:** TERO referrals will receive all fringe benefits in cash, unless the worker is a union member. TERO referrals will not be required to join a union to procure or retain employment.
- C. **Certified Payroll Reports:** All contractors and subcontractors must submit a weekly certified payroll report. Certified payroll reports submitted to the contracting agency will not satisfy this requirement. Payroll reports must contain the name, address, social security number, classification/title, hourly rate, over-time rate, number of regular and over-time hours worked that pay period and deductions for each worker the employer has on the project. Failure to submit certified payroll

reports on a weekly/timely basis will constitute grounds for a “violation” and possible sanctions against the employer.

- D. **Payroll Deductions:** No payroll deductions indirectly or directly will be taken from the full wages earned, other than permissible deductions outlined in the United States Federal Labor and Standards Act (FLSA) and this TERO Agreement.
- E. **Pay Day Schedules:** TERO workers will receive their pay on the same day as the employer's core crew and key employees. All employees must receive their paycheck for the previous week's work hours no later than the close of the workday every Thursday or Friday, whichever may be the last working day of the week for the employer.
- F. **Distribution of Payroll:** Payroll checks must not be distributed to anyone other than the worker for whom the check is made out to. Unless the worker has given written permission to release their check to specifically named individual.
- G. **Show Up Time** will be determined by TERO on a case by case basis. Failure to provide adequate notice of the cancellation of work day may require the employer to pay show up time.
- H. **Underutilized Workers** shall be defined as a worker who is used on and on-call or part-time basis. To address the need to earn a livable wage, an underutilized worker will receive a minimum of two (2) work hours per day when called to report to work.

- 3. **CONTRACTING AND SUBCONTRACTING:** Indian Preference in Contracting and Subcontracting opportunities on projects located on or near the Lummi Reservation is allowed through the authority delegated by or recognized by the United States Congress through federal enactment's, rules and regulations promulgated for the benefit of Indians. The General Contractor and Subcontractor shall give preference to Lummi TERO Certified Indian Business (CIB), all subcontracting opportunities on this project. A list of Lummi Certified Indian Businesses is attached or available from TERO. TERO CIB's are subject to the same terms of this agreement and required to submit a Compliance Plan and Agreement for TERO approval prior to the start of work activity.

- A. **Notification of Subcontract Opportunity:** Contractors bidding on projects on or near the Lummi Reservation must provide notification to TERO providing the name of the project, project owner, funding source, location and listing of subcontract opportunities. Once it has been determined that the project is located on the Lummi Reservation, contractors must provide copies of “notice of subcontracting opportunity” forms, mailed or faxed out to TERO Certified Indian Business (CIB), with proof of mailing or fax transmission. If you do not wish to use the attached form, provide copies of letters notifying CIBs of opportunity and attach U.S. Post Office certified mail receipts. Notification must be made in good faith, providing adequate information about the scope of work opportunity and time-line for response. *(See Attachment D – Notice of Subcontracting Opportunity)*
- B. **Response to Notice of Subcontracting Opportunity:** Once the time-line for response to the “Notification of Subcontracting Opportunity” has elapsed, provide TERO with a written explanation of the results. TERO will retain a copy in the project file.

4. **RELIGIOUS ACCOMMODATION:** In concurrence with the Native American Indian Religious Freedom Act, the employer agrees to provide reasonable accommodation to the Native American Indians who wish to exercise their rights under the Act. TERO will assist the employer in identifying “reasonable accommodation.”
5. **TERO FEE:** A TERO Fee will be accessed at 2% of the total contract award amount for contracts totaling \$10,000 or more.
  - A. **TERO Fee on Projects \$350,000 or Less:** a full payment of the TERO Fee is due prior to the beginning of work activity.
  - B. **TERO Fee on Projects Over \$350,000:** No less than ½ the TERO Fee must be paid prior to the commencement of work activity. A written request for payment schedule for the remaining balance to TERO Fee must be submitted with this compliance plan for approval.
  - C. **Change Orders:** Must be reported to TERO immediately upon approval from the funding/contracting agency. Adjustments to the TERO Fee amount will be made accordingly.

*PLEASE NOTE: The TERO Fee has been paid waived for the Lummi Nation K-12 School Project.*

6. **PROJECT MONITORING:** TERO will monitor this Compliance Plan and Agreement through on-site inspectors. On-site visitors will be conducted in a manner, which causes minimal interruption to the workforce duties and project. Any possible violation will be documented and reported to the employer for immediate resolution. Continuous violation may result in sanctions against the employer, including up to \$500 per day per violation, back pay for lost opportunity and as last resort, a stop work order.
7. **COMPLAINTS:**
  - A. **On-The-Job Contracts:** TERO referrals are advised to make complaints for incidents occurring on the job through the procedures outlined in the employer policies prior to filing a complaint with TERO. The employer must provide notice to TERO once a complaint is filed and provide information on the action taken to resolve the matter and final disposition of the matter once it is settled.
  - B. **Discrimination:** If a TERO referred worker feels they have been discriminated against because of they are Indian and have been treated unfairly by the employer or the employer representatives (e.g. core crew, key personnel) they may file a complaint with TERO. The complaint must be employment related.
  - C. **Complaint Investigation:** TERO will investigate complaints on-site investigation, by interviewing witnesses, collecting written statements and review of supporting evidence. Employees providing statements to TERO will not be penalized for time taken to give a brief statement or for cooperating with the investigation. TERO will attempt to make interruption in work activity at the minimum.

8. **FAILURE TO COMPLETE COMPLAINT PLAN:** Failure to complete this compliance plan thoroughly and submit prior to the commencement of work on the above described project, will be construed as a refusal to comply and may result in a “Notice of Violation.” The Lummi TERO will make every effort to work cooperatively with the employer named on this agreement. However, when willful disregard for these requirements are evident, the sanctions afforded will be utilized to the fullest extent of the law.

# TERO COMPLIANCE PLAN AND AGREEMENT

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LUMMI NATION'S  
TRIBAL EMPLOYMENT RIGHTS OFFICE

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## ATTACHMENT B

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“DISPATCH FORM”

&

“EMPLOYEE DISPOSITION FORM”

**TERO Dispatch Form**  
LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

Project: _____
Location: _____

**DISPATCH INFORMATION (TO BE COMPLETED BY TERO)**

Name: _____ Social Security #: _____
Address: _____
Phone: _____ Reliable Message # _____

**EMPLOYER INFORMATION & JOB SUMMARY (TO BE COMPLETED BY EMPLOYER)**

Company Name: _____		
Address: _____		
Phone: _____	Fax: _____	Cell/Shed: _____
Classification/Title: _____		
Hourly Pay Rate: _____	Fringe Benefit Rate: _____	
Start Date: _____	Time: ____AM ____PM	Job Length _____
Whom to report to: _____		Title: _____
Brief job summary: _____		
Tools/Equipment required: _____		
Employer will provide the following: _____		
Employer Signature: _____		Date: _____

**UNDERSTANDING AND ACCEPTANCE (TO BE COMPLETED BY DISPATCHED WORKER)**

<p>I have reviewed and understand that I am being dispatched to the above named company for the stated job classification/title, at no less than the hourly rate of pay stated. I understand that TERO does not issue payroll for the above named company, and questions regarding pay, pay days or any discrepancy of pay related matters, I must first attempt to resolve the matter with my employer. If issues cannot be resolved TERO will intervene upon receipt of <u>written complaint</u>. I further understand that it is my responsibility to carry proper identification with me when I report to work for employer tax purposes, and proof of citizenship. I also understand that it is not TERO'S responsibility to provide my proof of enrollment or any other identification required.</p> <p>The employer is required to deduct Washington State Taxes unless the following requirements apply to me: 1.) I am enrolled member of a federally recognized Indian Tribe; 2.) I am working <u>and</u> reside on the Lummi Reservation; 3.) I can provide proof of enrollment. _____ I HEREBY ACCEPT THIS JOB DISPATCH _____ I DECLINE THIS DISPATCH</p> <p>Dispatch Signature: _____ Date: _____</p> <p>TERO Official: _____ Date: _____</p>	
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**TERO Employee Disposition Form**  
LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

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**FINAL DISPOSITION OF TERO REFERRED & WAIVED EMPLOYEES**

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Project: \_\_\_\_\_  
Employer Name: \_\_\_\_\_  
Employee Name: \_\_\_\_\_ Job Title/Class: \_\_\_\_\_  
Today's Date: \_\_\_\_\_ Job Start Date: \_\_\_\_\_

☐ INTERVIEW  
☐ HIRED ☐ Full-Time ☐ Part-Time ☐ On Call ☐ Subject to recall  
☐ NOT HIRED  
☐ JOB COMPLETED Last day worked: \_\_\_\_/\_\_\_\_/\_\_\_\_  
☐ TERMINATED Date of termination: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Reason for termination: ☐ Safety Violation ☐ Work Ethics ☐ No call/No show ☐ other

Briefly explain: \_\_\_\_\_

---

Would you rehire this employee?: ☐ YES ☐ NO ☐ NOT SURE  
RATE THIS EMPLOYEE, ON A SCALE 1-10, ON THE FOLLOWING:

Attendance	
Knowledge of skills required for the job/classification for which the were referred	
Knowledge of proper use tools or equipment required for this position	
Used time productively	
Ablity to work cooperatively with others	
Attitude	
Comments:	

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**AUTHORIZED EMPLOYER REPRESENTATIVE**

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I understand that the information provided above will be taken in the strictest of confidentiality, and is to be used to assist TERO in assessing the level of skill and training needs of TERO referred workers.

Employer Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN TO:**

Lummi TERO  
2559 Lummi View Drive  
Bellingham, WA 98226  
PH: (360) 384-7118  
FX: (360) 384-7101

Date Received by TERO Representative: \_\_\_\_\_

TERO Official: \_\_\_\_\_



# TERO COMPLIANCE PLAN AND AGREEMENT

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LUMMI NATION'S  
TRIBAL EMPLOYMENT RIGHTS OFFICE

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ATTACHMENT C

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“WAIVER FORM”

**TERO Waiver Request Form**  
LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

**FINAL DISPOSITION OF TERO REFERRED & WAIVED EMPLOYEES**

**FOR OFFICE USE ONLY**

DATE RECEIVED:

BY:

Project : \_\_\_\_\_

Employer: \_\_\_\_\_

Name & Title of Person making request: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell/Shed: \_\_\_\_\_

**INFORMATION OF WAIVED EMPLOYEE**

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell/Shed: \_\_\_\_\_

This waiver request is being submitted because:

\_\_\_\_\_ This is a specialized skill which requires licensing or certification for which I have invested time and finances into training, certification or licensing of the individual to be waived. *(Attach supporting documentation)*

\_\_\_\_\_ This opportunity was identified, prior to making this request, and TERO did not have a referral who met the qualification required, and advised me to file a waiver request.

\_\_\_\_\_ Other \_\_\_\_\_

Authorized Employer: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_ APPROVED \_\_ DISAPPROVED

EFFECTIVE DATE: \_\_/\_\_/\_\_ TO \_\_/\_\_/\_\_

Authorized TERO Official: \_\_\_\_\_ Date: \_\_\_\_\_

# TERO COMPLIANCE PLAN AND AGREEMENT

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LUMMI NATION'S  
TRIBAL EMPLOYMENT RIGHTS OFFICE

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## ATTACHMENT D

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“NOTICE OF SUBCONTRACTING  
OPPORTUNITY FORM”

**TERO Notice of Subcontracting Opportunity Form**  
LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

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**PROJECT INFORMATION**

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Project Name: \_\_\_\_\_ Project No: \_\_\_\_\_

Location: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Project Funding Source: \_\_\_\_\_

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**CONTRACTOR INFORMATION**

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Name: \_\_\_\_\_ Contract #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

This form is a requirement of the Lummi TERO office to request bids of Lummi contractors for subcontract work on the Lummi Nation \_\_\_\_\_ located on the Lummi Indian reservation. The Lummi Tribal Employment Rights Office (TERO) referred us to your company, and we look forward to receiving a bid. If you would take a moment and fill out the following item(s), it would assist us in fulfilling its obligation to provide subcontracting opportunities for Lummi TERO Certified Indian Businesses.

Bid opening date is \_\_\_\_/\_\_\_\_/\_\_\_\_ and this company will welcome bids up until \_\_\_\_/\_\_\_\_/\_\_\_\_.

Time: \_\_\_\_\_ AM \_\_\_\_ PM

Please note the division (i.e. framing, drywall, trucking, site prep, etc.) that your company would be interested in bidding on: \_\_\_\_\_

Authorized Signature of Prime Contractor: \_\_\_\_\_

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**RESPONSE FROM TERO CERTIFIED INDIAN BUSINESSES**

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Upon notification of this opportunity, our company requested, received, or were given the opportunity to review the description of work to be bid on:

\_\_\_\_\_ Yes      If yes, date received: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ No

\_\_\_\_\_ Our company has DECLINED the opportunity to bid on the above named division/project.

\_\_\_\_\_ Our company has BID and were given the opportunity to negotiate for the above division

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**TERO CERTIFIED INDIAN BUSINESS INFORMATION**

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Company Name: \_\_\_\_\_ CIB# \_\_\_\_\_

Owner Name/Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Insurance/Bonding Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell/Email \_\_\_\_\_

\_\_\_\_\_  
TERO CERIFIED INDIAN BUSINESS OWNER

\_\_\_\_/\_\_\_\_/\_\_\_\_  
DATE

cc: \_\_\_\_\_ Lummi TERO  
\_\_\_\_\_ U.S. Postal  
\_\_\_\_\_ Fax  
\_\_\_\_\_ Hand Delivered